

# Terms and Conditions of Sale

**ugmii** is a brand of the company Investii, a French Société par Actions Simplifiée with a share capital of 5,000 euros, registered with the Versailles Trade and Companies Register under number 850 261 793 00010, with its registered office located at 27, rue Rieussec - Bât H7, 78220 Viroflay, France, represented by Nicolas Bertelli, President (the 'Seller').

The Seller's VAT number is FR59 850 261 793.

The Seller can be contacted at the following details:

- 27, rue Rieussec - Bât H7, 78220 Viroflay, France
- [contact@ugmii.com](mailto:contact@ugmii.com)

## Article 1 – SCOPE OF APPLICATION

These terms and conditions of sale (the "Terms and Conditions") apply to the sale of the subscription (the "Subscription") to any customer wishing to benefit from it (the "Customer").

The Terms and Conditions specifically set out the conditions for purchasing, payment, and delivery of the Subscription ordered by the Customer. The Terms and Conditions govern all the steps necessary for placing the order and ensure the follow-up of this order between the parties.

Subscribing to the Subscription implies the Customer's prior, unrestricted, and unconditional acceptance of the Terms and

Conditions, which the Customer acknowledges having read.

The Terms and Conditions apply notwithstanding any contrary stipulation in any document issued by the Seller, including its general terms and conditions of purchase.

The Terms and Conditions apply unless a contrary stipulation appears in the order or in any special conditions that may be concluded between the Seller and the relevant Customer.

## Article 2 – PRODUCT PRESENTATION

The Seller offers its customers to receive an email every day for the duration of the subscription ("the Service"). Each email includes a link to an exclusive video, available during a 7 days period, that may interest the Customer. The Service is a daily email received by the Customer in electronic format (email with or without an attachment). The customer can subscribe at the following address: <https://www.ugmii.com>.

The Service may evolve, particularly with the addition of new features, technical constraints, and customer requests for improvements.

## Article 3 - ORDERS

### 3.1 Placing an order

The Client wishing to place an order on the Site agrees to provide the information requested via the online form (<https://www.ugmii.com>) or as provided by the Seller to the Client. The

Client further attests to the truthfulness and accuracy of the information provided.

The ordering process includes the following steps:

- Registration;
- Acceptance of the General Terms and Conditions before confirming the order. Indeed, any order implies the Client's full and unconditional acceptance of the General Terms and Conditions by checking a box;
- Providing the Client's identity and contact details;
- Order summary: The Client has the option to verify the details of the order and its total price, modify or cancel the order.

The Seller acknowledges receipt of the Client's order by sending an email.

At the end of the initial subscription period, it is automatically renewed for the same duration as the initial subscription unless the Client expresses a contrary intention by following the steps outlined below.

The Client has the option to cancel the automatic renewal at any time by sending an email to [contact@ugmii.com](mailto:contact@ugmii.com) or by sending a registered letter with acknowledgment of receipt.

The cancellation request for the automatic renewal of a subscription will be considered and effective at the end of the month in which the cancellation request is received.

### 3.2 Order control

Each Customer guarantees the sincerity and accuracy of the information provided for the purpose of their order and agrees to notify the Seller of any possible changes.

The Seller reserves the right not to accept or to cancel the order of any Customer who has provided incorrect information, who fails to pay for their Subscription, or who has an ongoing dispute regarding the payment of a previous order.

### Article 4 – PRICING TERMS

The Service is sold at the Vendor's rate in effect on the day of the order, expressed in euros, including all taxes (VAT) (<https://www.ugmii.com>), and consists of an annual subscription, tacitly renewed.

The price is fixed and non-negotiable during its validity period, with both parties expressly waiving the provisions of Article 1195 of the Civil Code.

Any order processing fees and other charges, interest, and commissions are indicated on the invoice and are based on the type of Service and/or the quantity of Services ordered by the Client.

Any specific request by the Client after the order that incurs costs will be subject to an additional invoice to the Client.

The subscription sale is a one-time transaction, at the start of the subscription, and is subject to tacit renewal. Any modification of the subscription price will take effect during the next contractual period. If the Client does not terminate the subscription before this change takes effect, the new pricing will apply for the new contractual period.

Any potential discounts, rebates, and reductions may apply to subscriptions under conditions set by the Vendor or in any other document communicated to the Client. In the case of a promotional price, the Vendor agrees

to apply this rate to any order placed during the promotion period.

Any price modifications resulting from an increase in value-added tax (VAT) or the creation of any new tax levied on the price of subscriptions will be immediately and automatically applied.

#### Article 5 - BILLING AND PAYMENT TERMS

The Subscription is invoiced, and the price is due and payable directly upon the subscription order. The invoice is sent by email to the Client.

Payment is made via credit card or bank transfer, or according to the terms agreed upon between the Vendor and the Client in the order.

If applicable, the Client agrees to communicate any changes to their bank details, email address, or mailing address. Otherwise, the Client will be charged for any fees incurred due to unpaid items due to a change in banking details.

In case of early payment by the Client, no discount will be applied. Under no circumstances can payments be suspended or subject to any form of offset without prior written agreement between the Vendor and the Client. Any suspension, deduction, or unilateral offset by the Client will be treated as non-payment and will lead to the consequences of late payment.

It is expressly agreed that the Client is considered duly notified to pay by the mere due date of the obligation, in accordance with the provisions of Article 1344 of the Civil Code. In the event of late payment of any installment, the Vendor reserves the right, without any compensation being due to the Client, to:

- Demand immediate payment of all amounts owed under the Subscription, which become immediately due, regardless of their original due date;
- Refuse any new order or require payment in advance or a guarantee for the proper fulfillment of commitments for any new order;
- Apply any partial payment first to the non-preferred portion of the debt and then to the oldest amounts due;
- Reduce, suspend, or cancel any ongoing Service orders, 15 days after a notice of default remains without effect, sent by the Vendor to the Client;
- Apply, without prior notice, late payment penalties to all amounts owed, starting from the first day of delay and until full payment, calculated at the rate mentioned in Article L441-6 of the French Commercial Code; and/or
- Demand a fixed recovery fee of €40 for each invoice paid late and the payment of a fee equal to 15% of the amounts remaining due on Service Sales, without prejudice to the compensation for any actual damage suffered.

#### Article 6 - RESPONSABILITIES

The Seller's liability cannot be engaged if the non-fulfillment of its obligations is attributable to the Client, to the unforeseeable and insurmountable actions of a third party, or to a case of force majeure as defined in Article 1218 of the Civil Code, including but not limited to unforeseeable events such as strikes, work stoppages, social unrest, factory closures, floods, fires, production or transportation failures not caused by the Seller's actions, supply shortages, wars, riots, insurrections, and more generally any circumstance or event preventing the Seller from properly fulfilling its obligations.

The Seller will not be liable for any indirect or immaterial damages or harm, such as financial loss, loss of opportunity, loss of profit, loss of contracts, loss of orders, loss of clientele, loss of business, commercial damage, or damage to reputation, that could result from the delivery of non-compliant or defective Services or from the non-delivery of Services.

Since the sale of Services and these General Terms and Conditions comply with French law, the Seller's liability cannot be engaged in the event of non-compliance with the laws of another country, as long as the Client places an order from another country.

In any case and in all cases of returns, if the Seller's liability is found, it will never exceed the purchase price of the goods paid by the Client.

In accordance with Article 2254 of the Civil Code, any legal action by a Client against the Seller is subject to a limitation period of one (1) year from the date on which the concerned Client became aware, or is deemed to have become aware, of the damaging event.

#### Article 7 – INTELLECTUAL PROPERTY

The Seller may hold intellectual property and/or industrial property rights related to the Services sold to the Client.

If the Client becomes aware of any infringement of the Seller's intellectual and/or industrial property rights, they must immediately inform the Seller in writing.

#### Article 8 – DURATION AND TERMINATION

If the present General Terms and Conditions are not terminated within 7 days prior to the end of the initial period, the subscription sale and the General Terms and Conditions are automatically renewed for a new period

equivalent to the initial duration at the time of the order, under the pricing conditions in effect at the time of renewal.

To unsubscribe, the subscriber must use the following link:

**[www.ugmii.com/unsubscription](http://www.ugmii.com/unsubscription)** and enter the email address used during registration. The subscription will remain active until the end of the current subscription period.

Unsubscription must be completed at least 7 days before the end of the initial subscription term.

Without prejudice to specific cases of termination provided herein, either the Seller or the Client may terminate the General Terms and Conditions early by sending written notice:

- In the event of the occurrence of a force majeure situation as referred to in Article 6 of these Terms;
- After notifying the other party in case of a material breach of its obligations or under applicable laws and regulations, which has not been remedied within 15 days (if the breach can be remedied) following written notice specifying the nature of the breach and the need to remedy it.

#### Article 9 – PERSONAL DATA

##### 9.1 Type of Personal Data Collected

The Seller agrees to collect only personal data that is adequate, relevant, and limited to what is necessary for the purposes for which it is processed. No personal data considered "sensitive," such as racial or ethnic origin, political, philosophical, or religious beliefs, will be requested or collected from the Client.

The Client is informed by these terms that personal data marked as mandatory on the forms and collected in the context of the sale described herein will be processed. Among the

personal data collected by the Seller may include:

- Full name,
- Email address,
- Phone number,
- Address.

## 9.2 Purpose of processing personal data

Personal data may be collected and used by the Seller for the purpose of facilitating the sale, and may be transmitted to companies responsible for managing, executing, and processing payment transactions. This information and data may also be retained for security and record-keeping purposes in order to comply with the legal and regulatory obligations to which the Seller is subject.

The collected data may also be used in the context of managing business relationships to establish statistics, conduct market and behavioral studies, and allow the Seller to improve and personalize the Services.

## 9.3 Retention, security, and confidentiality of personal data

The personal data collected is processed and stored in conditions designed to ensure its security and is retained for the strictly necessary period to achieve the purposes outlined above. After this period, the data will be kept solely for statistical purposes and will not be used in any way.

This data may also be retained for security and preservation purposes, to comply with the legal and regulatory obligations to which the Seller is subject.

The Seller undertakes to implement technical and organizational security measures to ensure the security, integrity, and confidentiality of all personal data, in order to

prevent it from being altered, damaged, or accessed by unauthorized third parties.

However, it is specified that no security measure is infallible, and the Seller cannot guarantee absolute security of the Client's personal data.

## 9.4 Transfer of Personal Data

Personal data may be transferred to countries outside of the European Union.

In accordance with the General Data Protection Regulation (GDPR), all transfers of personal data to a country outside of the European Union and/or a country that does not provide a level of protection considered adequate by the European Commission are subject to cross-border flow agreements in compliance with the standard contractual clauses established by the European Commission.

Other transfers of personal data to the United States are governed by the EU-U.S. Privacy Shield: <https://www.cnil.fr/en/the-privacy-shield>.

Unless a third party requests the Client to accept its own privacy policy and terms of use, third parties who have received personal data from the User have committed to processing their personal data solely for the sale of the Vendor's Service.

The Vendor agrees to never share the Client's personal data with third-party companies for marketing and/or commercial purposes without prior consent.

However, the Vendor may be required to disclose the Client's personal data to administrative or judicial authorities when such disclosure is necessary for identifying,

arresting, or prosecuting any individual likely to harm the rights of the Vendor, any other client, or a third party. The Vendor may also be legally obligated to disclose the Client's personal data and would not be able to oppose this disclosure in such cases.

### 9.5 Client Rights regarding their personal data

In accordance with the General Data Protection Regulation 2016/679 of April 27, 2016 ("GDPR"), every Client has the right to access, correct, and erase their personal data, which they can exercise directly with the service provider by contacting them at the email address [contact@ugmii.com](mailto:contact@ugmii.com) or at the following postal address: Ugmii, 27, rue Rieussec - Bât H7, 78220 Viroflay, attaching a copy of an identification document to their request.

Additionally, within the limits set by law, the Client also has the right to object to processing, limit it, decide the post-mortem fate of their data, withdraw their consent at any time, and exercise the right to data portability for the personal data provided.

### Article 10 - CONFIDENTIALITY

During the term of these agreements, each party may become aware of or receive confidential information, documents, and/or data regarding the other party. As such, each party agrees, both on its own behalf and on behalf of its representatives, to maintain the strict confidentiality of all confidential information, documents, and/or data of any nature related to the results, activity, or customers of the other party, or any information received or obtained from a party within the framework of the contractual relationship established.

This confidentiality commitment by the parties remains in effect for the duration of the agreement and for a period of two (2) years following its expiration or termination.

### Article 11 - NOTIFICATIONS

Any written notice or summons required or permitted under the provisions of these terms will be validly made if it is sent by hand delivery or by carrier with a receipt of delivery, by registered mail with acknowledgment of receipt, or by email (unless in the case of termination of these terms), addressed to the contact details of the concerned party, with each party choosing its domicile at its registered office.

Any change in contact details of a party for the purposes of these terms must be notified to the other party in accordance with the above-mentioned methods.

Notices delivered by hand or by carrier will be presumed to have been made on the date of delivery to the recipient, as attested by the delivery receipt. Notices sent by registered mail with acknowledgment of receipt will be presumed to have been made on the date of their first presentation to the recipient's address. Notices sent by email will be presumed to have been made on the date the email is sent.

### Article 12 - AUTONOMY AND ABSENCE OF WAIVER

If any provision of these General Terms and Conditions is declared null or unenforceable for any reason under a law, regulation, or as a result of a final court decision, it will be considered unwritten, and the other provisions will remain in effect.



The Vendor's failure to temporarily or permanently enforce one or more provisions of the General Terms and Conditions shall not be considered a waiver in any case.

#### **Article 13 - MODIFICATIONS**

The Seller reserves the right to modify the content of these General Terms and Conditions at any time for the placing of new service orders. Any order following a modification made to the General Terms and Conditions will constitute acceptance by each Client of the new version of the General Terms and Conditions that will be communicated to them.

#### **Article 14 - DISPUTES**

Any disputes arising within the framework of the contractual relations established between the Client and the Seller shall be resolved amicably, whenever possible.

If no amicable resolution is reached within one month from the date of the request by either party, all disputes related to the General Terms and Conditions, including their validity, interpretation, execution, termination, consequences, and follow-up, will be submitted to the Versailles court.

#### **Article 15 - APPLICABLE LAW AND LANGUAGE**

These Terms and Conditions and the operations resulting therefrom are governed by and subject to French law. They are written in French. In the event of a translation into one or more foreign languages, only the French text shall prevail in case of dispute.